

BellSouth Telecommunications, Inc. 615 214-6301
Suite 2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

June 10, 1999

 **BELLSOUTH**
REC'D TH
REGULATORY AUTH.

Guy M. Hicks
General Counsel
'99 JUL 6 PM 3:54

OFFICE OF THE
EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Amendments to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Max-Tel Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~98-00895~~ 99-00486

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Max-Tel Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Resale Agreement dated November 20, 1997. The first Amendment dated November 11, 1998 provides for the reuse of facilities and the second Amendment dated April 19, 1999 modifies the Operational Support Systems (OSS) Rates Table in Exhibit A of the Resale Agreement.

Sincerely yours,

MAX-TEL COMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: _____
Mark Maxey
105 North Wickham Street
Alvord, TX 76225

BY:  _____
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

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REGULATORY AUTH.
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 Executive Secretary
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 460 James Robertson Parkway
 Nashville, Tennessee 37243-0505

99-00486

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 Docket No. 98-00895

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Pursuant to Section 252(e) of the Telecommunications Act of 1996, Max-Tel Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Resale Agreement dated November 20, 1997. The first Amendment dated November 11, 1998 provides for the reuse of facilities and the second Amendment dated April 19, 1999 modifies the Operational Support Systems (OSS) Rates Table in Exhibit A of the Resale Agreement.

Sincerely yours,

MAX-TEL COMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY:

Mark Maxey
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 105 North Wickham Street
 Alvord, TX 76225

BY:

Guy M. Hicks
 Guy M. Hicks
 333 Commerce Street, Suite 2101
 Nashville, TN 37201-3300

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

REC'D TN
REGULATORY AUTH.
JUL 6 PM 3 54
OFFICE OF THE
EXECUTIVE SECRETARY

In re: *Approval of Amendments to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Max-Tel Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~98~~ 00671

99-00186

**PETITION FOR APPROVAL OF AMENDMENTS TO THE RESALE AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND MAX-TEL COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Max-Tel Communications, Inc. ("Max-Tel") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Resale Agreement dated October 9, 1998 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Max-Tel and BellSouth state the following:

1. Max-Tel and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to Max-Tel. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 20, 1998.

2. The parties have also recently negotiated an amendment to the Resale Agreement dated November 11, 1998 providing for the reuse of facilities and a second amendment dated April 19, 1999 modifying the Operational Support Systems (OSS) Rates Table in Exhibit A of the Resale Agreement. A copy of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Max-Tel and BellSouth are submitting their Amendments to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between Max-Tel and BellSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Max-Tel and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Max-Tel and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 10th day of June, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
615/214-6301
Attorney for BellSouth

MAX-TEL COMMUNICATIONS, INC.

By: _____

Mark Maxey
105 North Wickham Street
Alvord, TX 76225
940/427-4895

5. Max-Tel and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Max-Tel and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties

This 28th day of June 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:

Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
615/214-6301
Attorney for BellSouth

MAX-TEL COMMUNICATIONS, INC.

By:

Mark Maxey
Mark Maxey
105 North Wickham Street
Alvord, TX 76225
940/427-4895

AMENDMENT TO
RESALE AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND MAX-TEL COMMUNICATIONS, INC.
DATED NOVEMBER 20, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and Max-Tel Communications, Inc. ("Max-Tel") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Resale Agreement between the Parties dated November 20, 1997 ("Resale Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Max-Tel hereby covenant and agree as follows:

1. The parties hereby agree that Section VIII.A of the Resale Agreement is amended by inserting the following sentence as Subsection 6 at the end of Section VIII.A

BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

2. The Parties agree that all of the other provisions of the Resale Agreement, dated November 20, 1997, shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Jerry D. Hendrix - Director

DATE: _____

10/13/98

MAX-TEL COMMUNICATIONS, INC.

By: _____

DATE: _____

11/11/98

**Amendment to Resale Agreement
by and between BellSouth Telecommunications, Inc.
and Max-Tel Communications, Inc.
dated November 20, 1997**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by Max-Tel Communications, Inc. ("Max-Tel") and BellSouth Telecommunications, Inc. ("BellSouth") on November 20, 1997. This Amendment ("Amendment") is made by and between Max-Tel and BellSouth and shall be deemed effective on the date executed by Max-Tel and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Max-Tel and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and Max-Tel are entering into this Agreement for the purpose of deleting the table of Operational Support System (OSS) Rates contained in Exhibit A of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

Footnote (1): In addition to OSS charges, applicable discounted service order and related charges apply per the tariff.

2. The Parties agree that Max-Tel will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

3. The Parties agree that the threshold plan described in Paragraph 2 above may be superseded by an LSR specific process that would apply the mechanized LSR rate to only those manual LSRs, which cannot be submitted over a mechanized system.

4. The Parties agree that all other provisions of the Agreement, dated November 20, 1997, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

Signature

Jerry D. Hendrix

Name

Director - Interconnection Services

Title

Date

4/19/99

Max-Tel Communications, Inc.

Signature

CRAIG BOLIV

Name

Title

Date

V P

4-7-99